



# भारत का राजपत्र The Gazette of India

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सं. 38] नई दिल्ली, सितम्बर 23—सितम्बर 29, 2018, शनिवार/आश्विन 1—आश्विन 7, 1940  
No. 38] NEW DELHI, SEPTEMBER 23—SEPTEMBER 29, 2018, SATURDAY/ASVINA 1—ASVINA 7, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

**विदेश मंत्रालय**

(सी.पी.वी. प्रभाग)

नई दिल्ली, 13 सितम्बर, 2018

**का.आ. 1427.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के उच्चायोग, नैरोबी में श्री विनोद कुमार, सहायक अनुभाग अधिकारी को दिनांक 13 सितम्बर, 2018 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2016]

देवाशीस सिन्हा, अनुभाग अधिकारी (कोन्स-I)

**MINISTRY OF EXTERNAL AFFAIRS**

(CPV DIVISION)

New Delhi, the 13<sup>th</sup> September, 2018

**S.O. 1427.**—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Vinod Kumar, Assistant Section Officer as Assistant Consular Officer in the High Commission of India, Nairobi to perform Consular services with effect from 13 September, 2018.

[No. T. 4330/01/2016]

DEBASHIS SINHA, Section Officer (Cons-I)

नई दिल्ली, 14 सितम्बर, 2018

**का.आ. 1428.**—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, हनोई में श्री पंकज वर्मा, सहायक अनुभाग अधिकारी को दिनांक 14 सितम्बर, 2018 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2017]

देबाशीस सिन्हा, अनुभाग अधिकारी(कॉंस-I)

New Delhi, the 14<sup>th</sup> September, 2018

**S.O. 1428.**—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Pankaj Verma, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Hanoi to perform the Consular services with effect from 14 September, 2018.

[No. T. 4330/01/2017]

DEBASHIS SINHA, Section Officer (Cons-I)

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 11 सितम्बर, 2018

**का आ.1429.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/09/2018 को प्राप्त हुआ था।

[सं. एल-12012/291/2003-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**New Delhi, the 11<sup>th</sup> September, 2018

**S.O. 1429.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2004) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 11.09.2018.

[No. L-12012/291/2003- IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT BHUBANESWAR**

**Present:** Shri B.C. Rath,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 29/2004****Date of Passing Award – 9<sup>th</sup> August, 2018****Between:**

The Branch Manager,  
State Bank of India, IRC Village,  
Branch Nayapalli, Bhubaneswar, Orissa.

...1<sup>st</sup> Party-Management.**(And)**

The General Secretary,  
State Bank of India Employees Union,  
C/o. State Bank of India, Zonal Office,  
Near Capital Police Station, Bhubaneswar

...2<sup>nd</sup> Party-Union.**Appearances:**

M/s. S.M. Dwibedi, Advocate. ...For the 1<sup>st</sup> Party- Management.

M/s. Amar Sahoo, Advocate. ... For the 2<sup>nd</sup> Party- Union.

**AWARD**

The Government of India in the Ministry of Labour in exercise of its authority conferred by clause (b) of sub-section 1 and sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (herein-after referred to as “the Act”) have referred the following dispute for its adjudication vide letter No. L-12012/291/2003 – IR(B-I), dated 08.04.2004 and the term and schedule of the reference “Whether the action of the management of State Bank of India, Nayapalli Branch, Bhubaneswar for not regularising the services of Shri K.C. Das, messenger after completing 10 years of continuous service in the said post is legal and justified? If not, what relief the workman is entitled to?”

2. The 2<sup>nd</sup> party-workman has filed its statement of claim alleging that he was appointed as a “Messenger” on casual basis in the branch of Management-Bank at IRC Village, Bhubaneswar with effect from 28.2.1993. He was allowed to continue to work as such with an assurance of being absorbed. He worked for more than 240 days continuously in each twelve months calendar year and inspite of passing of several years as a casual Messenger his service was not regularized. Though he was working with all sincerity and utmost satisfaction of his superiors, his service was retrenched with effect from 14.12.2002 without due adoption of procedures enunciated in the Act. It is his further claim that the Management conducted interview in the year 1990 and 1993 for filling up the posts of Messengers/Peon-cum-Attendants and he came out successful in such interview being empanelled in the list of successful candidates. He was paid wages regularly against the vouchers signed by him till 30.1.1997 and thereafter his wages was paid on miscellaneous head till he was refused work with effect from 14.12.2002. When he was refused employment and his service was not regularized despite he being successful in the interview conducted by the Management for filling up the posts of Messenger/Peons, he raised a dispute before the R.L.C.(Central), Bhubaneswar. A conciliation proceeding was initiated and as the conciliation proceeding ended in failure, the dispute has been referred for its adjudication as mentioned earlier.

3. In its reply submitted through the written statement the Management-Bank has refuted all the allegations raised by the disputant workman. According to the Management the statement of claim and the dispute raised therein is totally a misleading and misconceived and the same is not maintainable on the principle of res-judicata as a similar dispute had been heard and disposed of by the Hon’ble High Court of Orissa in a Writ bearing O.J.C. No. 2787/1997 preferred by one Abhimanyu Mandal, who was standing in similar footing that of the disputant. According to the Management the claim of the disputant that he was working as a Messenger from 28.2.1993 to 14.12.2002 continuously is not correct. The disputant was engaged intermittently on daily wage basis when it was needed by the branch-Bank. He was never engaged for 240 days continuously in any year or in a twelve calendar months preceding to his alleged retrenchment by way of refusal of employment. It is the stand of the Management-Bank that when his service was no more required, he was not engaged further. In order to give an opportunity for permanent absorption temporary employees/daily wagers in the Bank were called to an interview pursuant to the settlements entered into between the Management and employees Federation. Though, the 2<sup>nd</sup> Party-workman became successful in such interview and he was empanelled against Sl. No. 140 of the list, he could not be absorbed and given appointment for the post of Messenger/Attendant since absorption/appointment against such vacancy of Messengers/Attendants could not reach to the Sl. No. of the disputant. The disputant had never challenged the implementation of the settlements entered between the Staff Federation and the Management Bank. It is further submitted that some of the wait-listed candidates, who could not be absorbed like the

disputants in the Bank service due to expiry of the panel list on 31<sup>st</sup> March, 1997, filed Writ petitions before the Hon'ble High Court of Orissa. The Hon'ble High Court of Orissa by a common order dated 15.5.1998 passed in O.J.C. 2787/1997 dismissed the writ petitions and upheld the action of the Management-Bank. The order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court in S.L.P. No. CC-3082/1999. As the above matter has attained finality, it cannot be re-agitated on the principle of resjudicata. According to the Management the disputant was engaged on daily wage basis on account of exigencies and he was paid notice pay and rehabilitation compensation as required under section 25-F of the Act when his engagement was not extended with effect from 14.12.2003. Thus, the present dispute has no merit in the eye of law and the same should be rejected on the grounds mentioned above.

4. On the aforesaid pleadings of the parties following issues have been settled for just and proper adjudication of the dispute.

#### ISSUES

1. Whether the Management was justified in refusing regularization to Shri K.C. Das?
2. Whether the workman Shri K.C. Das has lawfully been retrenched from service with effect from 13.12.2003?
3. If not, what relief the workman is entitled to?

5. To establish his claim the disputant workman has examined himself and filed documents like copy of the call letter dated 19.3.1986 for attending interview, copy of the letter dated 19.1.1990 for recruitment of Messengers with combined designation, copy of panel list during the year 1991, copy of the letter dated 15.12.1993 of A.G.M. (call letter for attending interview), copy of letter dated 28.11.2002 of A.G.M., SBI regarding information of temporary workers working, copy of letter dated 26.2.2003 of Chief Manager, SBI regarding regularization which are marked as Ext.-1 to Ext.-6. On the other hand, the Management-Bank has preferred to examine its Chief Manager (Authorized Officer) as M.W.-1 and relied upon documents like copy of the letter dated 13.12.2003 issued by the Chief Manager, State Bank of India, copy of the settlement dated 17.11.1987, copy of the settlement dated 16.7.1988, copy of the settlement dated 27.10.1988, copy of the settlement dated 9.1.1991, copy of settlement dated 30.7.1996, copy of the order of the Hon'ble Orissa High Court dated 15.5.1998 passed in O.J.C. No. 2787/1997, copy of the order of the Hon'ble Supreme Court of India dated 16.7.1999 which are marked as Ext.-A to Ext.-H to refute the claim of the disputant.

6. For the sake of convenience all the issues are taken together for consideration.

From the pleadings and evidence advanced by the parties it is crystal clear that there is no serious dispute to the fact that the disputant was employed in the Management-Bank on casual basis to work in the Bank. Taking into consideration his employment on temporary basis, he was called to an interview conducted by the Management for his absorption against permanent post of Messengers/Peons. Being found successful he was empanelled in the wait-listed candidates. As vacancy could not reach to the serial number of the disputant and the period of empanelment was expired on 31.3.1997, he could not be absorbed. It is not disputed and it is also emerging from the evidence of the parties that despite the empanelment being expired he was engaged temporarily on daily wage basis till his engagement was not extended after 14.2.2002. Though, as per the settled principles the disputant is required to prove that his engagement was continuous for more than 240 days in a twelve month calendar year preceding to the alleged refusal of employment and the disputant is required to lead credible evidence in this regard, it can be safely said that he worked for more than 240 days in the establishment of the Management-Bank in view of the pleadings and evidence advanced by the Management-Bank that the disputant received a sum of Rs. 22,167.20 towards rehabilitation compensation and Rs. 4,030.40 from the Management Bank in lieu of notice pay. Had the disputant not worked for more than 240 days continuously in a twelve months calendar year preceding to his disengagement, there was no necessity for the Management to make payment to the disputant for rehabilitation compensation and notice pay.

7. Coming to the issue of regularization of service of the disputant it is seen that there is no serious dispute to the claim of the Management-Bank that the disputant was given an opportunity of being absorbed by holding of an interview as per the settlements arrived between the Management-Bank of SBI and its Employees Federation. There is also no serious dispute that the disputant was empanelled in successful list but, vacancies could not reach to the serial number of the disputant by the time of expiry of the empanelment for which he could not be absorbed. There is no settlement between the Management-Bank and its employees federation or any rule or circular of the Management-Bank by virtue of which the disputant being a temporary and casual employee can be regularized. Further-more, he was never engaged against any sanctioned or permanent vacancies. His engagement was depending on exigencies arising in the Management-Bank. Mere engagement on temporary and daily wage basis, however long such employment may be, cannot confer any right to the disputant so as to enable him to be regularized in service. It is pertinent to mention here that the Management-Bank being a Public Sector Unit is having its own rules and guidelines for recruitment of permanent employees and as such the Management cannot regularize the engagement of a temporary casual worker or labour without following the recruitment rules. Further, it is found from the oral evidence of the parties more particularly from the copy of the judgement of the Hon'ble High Court of Orissa arising out of O.J.C. No. 2787/1997 that claim similar to the present one was raised by some other disputants before the Hon'ble High Court vide different writs for their absorption and regularization of their temporary services and such writs were dismissed on contest. There is no evidence on behalf of the disputant workman to show that any temporary or casual Messenger like him is allowed to continue to work on casual basis despite he being engaged earlier to him. There is also no evidence to show that service

of any temporary/casual workmen, who was junior to him, was regularized without he being successful in the interview or without his empanelment in the merit list after such interview. There is no evidence to suggest that any temporary or casual Messenger was ever regularized or allowed to continue in temporary service beyond the list as prepared by the Management-Bank. Moreover, the Management-Bank is found to have complied with the provisions of Section 25-F while not extending further employment to the disputant workman. It cannot also be over sighted that it has been claimed by the disputant that he was in temporary service/engagement since 28.2.1993 and the term of empanelment was expired with effect from 31.3.1997. He did not raise any dispute before any appropriate authority for regularization of his service though he had claimed to have worked for the Management for years together. The dispute was raised in the year 2004 when the writs preferred by some other temporary workmen were dismissed by the Hon'ble High Court. No cogent and plausible explanation is coming forth from the disputant to explain such delay in raising the dispute. It is seen that refusal of employment or retrenchment was not a dispute before the conciliation officer for which the reference appears to be silent as to the retrenchment or refusal of employment to the disputant workman. When the disputant is not in employment the dispute of his regularization without a prayer for declaring his retrenchment as illegal and unjustified cannot be taken into consideration. Thus, the dispute raised by the workman has no merit for consideration and as such his statement of claim stands dismissed being devoid of any merit.

8. The reference is answered and the case is disposed of accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

**का आ. 1430.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, दिल्ली के पंचाट (संदर्भ संख्या 14/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/09/2018 को प्राप्त हुआ था।

[सं. एल-12012/90/2016-आईआर (बी-1)]  
बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11<sup>th</sup> September, 2018

**S.O. 1430.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.14/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 11.09.2018.

[No. L-12012/90/2016- IR(B-1)]  
B. S. BISHT, Section Officer

## ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

ID No.14/2018

Shri Omkar Das, S/o Shri Duryodhan Prasad,  
Represented through  
Indian Steel & Metal Workers Union (Regd.)  
46, Nehru Market (Patera), Badarpur,  
New Delhi – 110 044

...Workman

## Versus

1. The Chief Manager,  
State Bank of India,  
Opposite Tuglakabad Metro Station  
Badarpur,  
New Delhi – 110044
2. M/s Federal Security Service Pvt. Ltd.  
522, 5<sup>th</sup> Floor, Inder Prakash Building,  
21, Barakhamba Road,  
Connaught Place,  
New Delhi – 110 001

...Managements

**AWARD**

In the present case, a reference was received vide letter No.L-12012/90/2016-IR(B-I) dated 05.01.2018 under clause (d) of sub-section (1) and Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial disputes, terms of which are as under:

“Whether the action of the management of Chief Manager, State Bank of India, opposite Tuglakabad Metro Station, New Delhi in terminating the service of Shri Omkar Dass, Security Guard, with effect from 08.08.2014 is legal and justified? If not, what relief the workman is entitled to and from which date?”

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Omkar Das, the workman, opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar the claimant from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

**Dated : July 19, 2018**

A.C. DOGRA, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2018

**का आ. 1431.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91—क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मेसर्स कृषक भारती कोऑपरेटिव लिमिटेड (कृमको) के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
  - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा

- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/03/2014-एसएस-1]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 19<sup>th</sup> September, 2018

**S.O. 1431.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Krishak Bharati Cooperative Limited (KRIBHCO) from the operation of the said Act. The exemption shall be effective for a period of one year from the date of issue of notification.

2. The above exemption is subject to the following conditions namely:-

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
  - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
  - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
  - (d) make copies of or take extracts from any register, accountbook or other document maintained in such factory, establishment, office or other premises,
  - (e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/03/2014-SS-I]

SANTOSH KUMAR SINGH, Under Secy.

नई दिल्ली, 25 सितम्बर, 2018

**का आ. 1432.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईसीआईसीआई बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 6/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/09/2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी



New Delhi, the 25<sup>th</sup> September, 2018

**S.O. 1432.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of ICICI Bank and their workmen, received by the Central Government on 25.09.2018.

[No. L-12025/01/2018– IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT AT HYDERABAD****Present:** Sri Muralidhar Pradhan Presiding OfficerDated the 27<sup>th</sup> day of August, 2018**INDUSTRIAL DISPUTE L.C.No.6/2012****Between:**

Sri Damodara Pagadala  
S/o Adi Seshaiah,  
R/o D.No.301, Subhadra Nilayam,  
Dubai Gate, Old Bowenpally,  
Secunderabad.

...Petitioner

**AND**

The Deputy General Manager,  
ICICI Bank Limited,  
ICICI Bank Tower,  
Regional Office: Plot No.12,  
Gachi Bowli,  
Ranga Reddy District – 500 032.

...Respondent

**Appearances:**

For the Petitioner : Sri M. Kiran Kumar, Advocate  
For the Respondent: None

**AWARD**

Sri Damodara Pagadala who worked as an Asst. Manager (Band-II) (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondent M/s. ICICI Bank, seeking for declaring the termination order dated 28.11.2011 issued by the Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondent to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition in brief are as follows:

The Petitioner was working as an Assistant Manager with the Respondent bank and was dismissed from service on 28.11.2011. He was drawing a salary of Rs.39000/-p.m., at the time of dismissal of service. The Petitioner stated that on 24.12.2011 he served a legal notice through his advocate to the Respondent requesting to consider his termination order with a request to take him back into service with continuity of service and other attendant benefits. The Respondent received notice but neither made any reply nor reinstated the Petitioner into service. The Petitioner also stated that he joined with the Respondent on 12.7.2006 at Retail Asset Products Group Collections (EMCT) at Nellore and subsequently he was transferred to Hyderabad in the month of February, 2010 and since then he was working in Auto Loans Department, obediently and discharging his duty upto the satisfaction of his superiors. He has an unblemished service record till the date of his dismissal. It is further stated that while the matter stood thus on 2.12.2011 the Respondent issued termination order dated 28.11.2011 to the Petitioner stating that his services are no more required by the Respondent bank. Therefore, his services are terminated with immediate effect in terms of the contract of employment as the Respondent has lost confidence on the Petitioner. It is also submitted that as per the terms of the employment on 19.6.2006 with Ref.No.COLL/FY07/N/S/466 any breach of the conditions mentioned in it or if any incorrect information furnished and suppression of any material information, the employee is required to be terminated. In view of the above terms and contract of employment the Petitioner has neither communicated nor committed any breach of condition of the employment contract. Nor he has furnished any incorrect information nor suppressed any material information. Therefore, the above said termination order issued by the Respondent is not only in violation of the contract and bad in law. The above said action of the Respondent in terminating the services of the Petitioner without

assigning any reasons and without following due procedure laid down under law is arbitrary, unjustified and also in violation of the principles of natural justice. It is submitted that the Respondent did not follow the procedure laid down under Sec.25F of the Industrial Disputes Act, 1947 while terminating the services of the Petitioner and this violated Sec.25F of the Industrial Disputes Act, 1947. Therefore, the above action of the Respondent in terminating the Petitioner from service is arbitrary, illegal and unjustified, in violation of the principles of natural justice, in violation of the provisions of the Industrial Disputes Act, 1947 and contrary to the principles laid down by the Hon'ble Apex Court and High Courts. Thereafter, without finding any alternative, the Petitioner served legal notice to the Respondent on 24.12.2011 through his advocate. But the Respondent did not make any reply nor considered the request of the Petitioner. It is also stated that though he was designated as an Assistant Manager-II he has discharged clerical work. Therefore, he is a workman under Sec.2(s) of the Industrial Disputes Act, 1947 and the Respondent bank is an industry as defined under Sec.2(j) of the Industrial Disputes Act, 1947. Since the date of termination the Petitioner remained unemployed and is facing lot of financial problem. Therefore, the Petitioner was compelled to file this petition claiming the relief mentioned above.

3. The Respondent bank is set ex-parte vide office order dated 22.10.2014. During the course of hearing of the case the workman is examined himself as WW1 and also proved 4 documents as Exhibits W1 to W4.

4. I have already heard the Learned Counsel for the Petitioner and also perused the evidence adduced from the side of the Petitioner.

5. The Points that arise for determination:-

I. Whether the action of the management of ICICI Bank Limited, in terminating the Petitioner workman Sri Damodara Pagadala, from service w.e.f. 28.11.2011 is legal and justified?

II. If not, to what relief he is entitled for?

6. The evidence adduced on behalf of the Petitioner workman fully corroborates the facts averred in his claim statement. The Respondent has not come forward to challenge it, the unchallenged testimony of the Petitioner workman coupled with Exs.W1 to W4 well prove the case of the Petitioner workman. Thus, it can safely be stated that the workman is entitled to get the relief as prayed for in his claim petition.

Thus, Point Nos. I & II are answered accordingly.

#### ORDER

In the result, the petition is allowed. The action of the ICICI Bank Limited, in terminating the Petitioner workman Sri Damodar Pagadala from service is illegal and not justified. The termination order dated 28.11.2011 issued by the Respondent is hereby set aside. The Respondent Bank is directed to reinstate the Petitioner into service, with continuity of service and all other attendant benefits without back wages, within three months from the date of receipt of this order. Hence, the order.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 27<sup>th</sup> day of August, 2018.

MURALIDHAR PRADHAN, Presiding Officer

#### Appendix of evidence

Witnesses examined for the  
Petitioner

WW1: Sri Damodara Pagadala

Witnesses examined for the  
Respondent

NIL

#### Documents marked for the Petitioner

Ex.W1: Photostat copy of appointment letter of WW1 dt.19.6.2006

Ex.W2: Termination letter of WW1 dt.28.11.2011

Ex.W3: Copy of legal notice by WW1 to Respondent dt.24.12.2011

Ex.W4: Postal acknowledgement to Ex.W3

#### Documents marked for the Respondent

NIL

नई दिल्ली, 25 सितम्बर, 2018

**का आ. 1433.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 02/2017-18) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/09/2018 को प्राप्त हुआ था।

[सं. एल-41011/01/2016-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, 25<sup>th</sup> September, 2018

**S.O. 1433.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.02/2017-18) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of South East Central Railway and their workmen, received by the Central Government on 25.09.2018.

[No. L-41011/01/2016– IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE**  
**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/02/2017-18

Date: 06.08.2018.

**Party No.1(a) :** The General Manager,  
South East Central Railway,  
Bilaspur (Chhattisgarh) – 495001.

**Party No.1(b) :** The Sr. divisional Personnel Officer,  
South East Central Railway,  
Kingsway, Station Road,  
Nagpur – 440001.

**Versus**

**Party No.2 :** The General Secretary,  
Parcel Porter Sangathana,  
New Mankapur, Plot No. 37,  
Near Mhada Colony,  
Nagpur – 440030.

**AWARD**

(Dated: 06<sup>th</sup> August 2018)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employer, in relation to the management of South East central Railway and their union, Parcel Porter Sangathana for adjudication, as per letter No.L-41011/01/2016-(IR(B-I) dated 10.04.2017, with the following schedule:-

**“Whether the action of the management of South East Central Railway in terminating the service of Shri Dinesh Amritlal Shribas, Parcel Porter w.e.f. January, 2005, is just, fair & legal? If not, to what relief Shri Dinesh Amritlal Shribas is entitled to?”**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. On 31.08.2017, Advocate D.N. Karkare filed vakalatnama for the Party No. 1, but nobody appeared on behalf of the petitioner. On 12.01.2018, order to issue fresh notice to the workman was passed; fixing the date on 15.02.2018, but nobody appeared on that day on behalf of the petitioner. Again on 22.06.2018, Party No. 1 was directed to serve notice on the petitioner and acknowledgement of the same be submitted to this court and next date was fixed on 27.07.2018.

3. On 27.07.2018, advocate for the Party No. 1 filed track report of the notice sent to the petitioner, which shows that the notice sent to him, has been served, but petitioner did not file any statement of claim or rejoinder. Nobody filed any evidence on affidavit or documents. It shows that, the petitioner is not interested to continue the reference. Hence, it is ordered:

**ORDER**

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

SHYAM SUNDER GARG, Presiding Officer